

**U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF THE CHIEF INFORMATION OFFICER
ENTERPRISE INFRASTRUCTURE DIVISION
WIRELESS PROGRAMS AND SPECTRUM MANAGEMENT OFFICE**

***MEMORANDUM OF UNDERSTANDING WITH THE STATE OF MONTANA
FOR USE OF STATE-WIDE TRUNKING COMMUNICATIONS SYSTEMS***



DOI / State of Montana Master Memorandum of Understanding
State of Montana P25 Radio Trunk System

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*MEMORANDUM OF UNDERSTANDING WITH THE STATE OF MONTANA
FOR USE OF STATE-WIDE TRUNKING COMMUNICATIONS SYSTEMS*

PREAMBLE

This Memorandum of Understanding, hereinafter called the MOU, is made this 3rd day of October, 2006, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the US Department of the Interior and its Agencies, hereinafter called The DOI represented by the officer executing this MOU or a duly appointed successor, hereinafter called the Contracting Officer, and the State of Montana, hereinafter called the State, or the Contractor, its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called the Parties. The DOI and the State acknowledge that this is a MOU for the joint exercise of governmental powers under Montana Codified Laws. The Parties declare that there is no separate entity being established, but that they will jointly and cooperatively undertake the functions described in this MOU.

EXPLANATORY RECITALS

The State is in the process of building an Association of Public Safety Communications Officials (APCO) Project 25 compliant radio communication system that allows radio users to effectively communicate in the interest of public safety on a state-wide basis. This system, hereinafter called the Interoperability Montana, is being built with adequate capacity for the State and other agencies to use.

The State desires to have enhanced emergency communications connectivity with the DOI in order to increase cooperation between the Parties and enhance public safety and security.

The State is a licensee of the Federal Communications Commission, hereinafter called the FCC, and will obtain authorization and frequency assignments to allow the DOI to use their Interoperability Montana and frequencies.

The DOI is a licensee of the National Telecommunications Information Administration, hereinafter called the NTIA, and will obtain authorization and frequency assignments to allow the State to implement NTIA frequencies within the State's Backbone Architecture.

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The DOI has requested, and the State has agreed, to allow the DOI to use the State's Interoperability Montana at no cost to the DOI and its Agencies.

The State has requested, and the DOI has agreed to provide for DOI NTIA assigned frequencies for the State to integrate within their system.

MOU

The Parties agree to the terms and conditions set forth herein.

TERMS

This MOU shall become effective on the date of its execution, and subject to prior termination as otherwise provided for herein, shall be reviewed every five (5) years. Either Party may terminate this MOU by giving written notice to the other Party not less than 3 years in advance of the effective date of such termination; provided, however, no such termination notice shall relieve any Party of any ongoing obligation incurred under this MOU prior to such termination date. If this MOU is terminated or expires on its own terms, it shall be the duty of each Party to notify the National Telecommunications and Information Administration (NTIA) or the FCC, if required, of the termination or expiration of the MOU.

RESPONSIBILITIES OF THE STATE

The State shall allow the DOI and its agencies to use the state-wide Interoperability Montana of the State at no cost. The State, at their own expense, will assist the DOI in the set-up of the DOI's interface to the system, and allow the DOI to expand the System at the DOI's expense.

The State, at their own expense, will configure, and reconfigure, talk groups as needed by DOI within the next business day of the request.

The State will allow the DOI to also use mutual aid frequencies in the event that the DOI personnel do not have access to equipment that is compatible with the Interoperability Montana.

A DOI station will have access to the Interoperability Montana on the same basis as the State's stations and in the worse-case within 10 seconds of the request.

RESPONSIBILITIES OF THE DOI

The DOI will, at the DOI's expense, provide all consoles, connections, and any other equipment, software or services that are necessary for the DOI to connect with and use the Interoperability Montana and coordinate its installation with the State.

Any equipment provided by the DOI for the State's master controller shall be owned and replaced by the DOI, at the DOI's expense. The State will provide ordinary maintenance for subject equipment and software at their expense. Extraordinary maintenance is defined as

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maintenance costs over \$250.00 for subject equipment and software will be provided by the State at the DOI's expense with prior approval from the DOI Contracting Officer's Technical Representative and the Contracting Officer. Before the State incurs extraordinary maintenance costs, the State shall ensure that DOI has provided approval by appropriate documentation,

COMPLIANCE WITH NTIA AND FCC REGULATIONS

The sharing provisions set forth herein notwithstanding, each Party shall have full access to, and control over, its NTIA and FCC licensed radio infrastructure to permit the discharge of all responsibilities and duties prescribed by the Communications Act of 1934, as amended, and all applicable rules and regulations of the NTIA and FCC.

OWNERSHIP, OPERATION, MAINTENANCE, AND REPLACEMENT

Each Party will own, operate, maintain, and replace the equipment that it furnishes

STATE OF MONTANA AVAILABILITY OF FUNDS

The DOI agrees that this MOU depends upon the continued availability of appropriated funds and expenditure authority from the State of Montana Legislature (Legislature) for this purpose. This MOU may be terminated by the State, upon 60 days written notice to the DOI, if the Legislature fails to appropriate funds or grant expenditure authority. A termination for this reason is not a default by the State, and shall not give rise to any claim against the State, or against any state officer, agent, agency, or employee.

FUTURE APPROPRIATIONS

The State, at its sole discretion, may terminate or reduce the scope of this MOU if available funding is reduced for any reason.

ACCESS AND RETENTION OF RECORDS

DOI agrees to provide State, the Legislative Auditor or their authorized agents access to any records necessary under this MOU to determine compliance, provided, however, such audit shall not occur prior to DOI receiving reasonable advance written notice of such audit.

DOI agrees to create and retain all records supporting the products and services rendered in support of this MOU for a period of three years after either the completion date of this MOU or the conclusion of any claim, litigation or exception relating to this MOU taken by the State of Montana or a third party.

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COMPLIANCE

The Parties agree that they will comply with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, permits, and requirements that may be applicable to their performance pursuant to this MOU. Each Party will be responsible for obtaining current information on its compliance with such laws, regulations, ordinances, guidelines, permits, and requirements.

A. The Contracting Officer (CO) is responsible for the business aspects of the MOU, such as: Awarding in the event of extraordinary maintenance needs, modifying or terminating the MOU.

B. The Contracting Officer's Technical Representative (COTR) is responsible for technical aspects of the MOU, such as: Monitoring the MOU for timely performance and payment approvals.

DOI COTR: Mr. Christopher H. Lewis,
US DOI OCIO / Wireless Programs and Spectrum Management Office
625 Herndon Parkway, Herndon, VA 20171
Ph: 703.487.8582

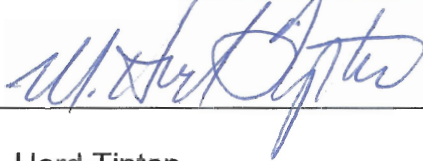
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IN WITNESS WHEREOF, the Parties have caused this MOU to be executed in the day and year first above written.

SIGNATORIES

FOR THE U.S. DEPARTMENT OF THE INTERIOR

Signature: _____

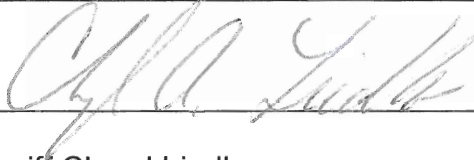


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FOR THE INTEROPERABILITY MONTANA BOARD OF PROJECT DIRECTORS

Signature: _____

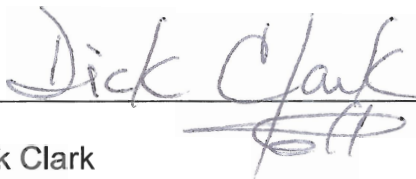


Name: Sheriff Cheryl Liedle
Title: Interoperability Montana Chair, Board of Project Directors
Address: Lewis & Clark County Law Enforcement Center
221 Breckenridge, Helena, MT 59601

Phone: 406-447-8235
Fax: 406-449-8452

FOR THE STATE OF MONTANA

Signature: _____



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Title: Montana CIO
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